

Timothy Montileone, et al.

-vs-

AAMCO Transmissions, Inc., et al.

Complaint

EXHIBIT 4

Alan L. Poliner, Esquire
Attorney ID No. 82108
201 Gibraltar Road, Suite 150
Horsham, PA 19044
Telephone: (215) 643-5885

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

COTTMAN TRANSMISSION SYSTEMS, LLC :

Plaintiff, :

v. :

RICK FIRMAND :

and :

SCOTT TRENT :

Defendants. :

No. 09-36521

2009 NOV -5 PM 3:15
OFFICE OF THE
PROTHONOTARY
MONTGOMERY COUNTY, PA

NOTICE OF ENTRY OF JUDGMENT PURSUANT TO PA.R.CIV.P. RULE 236

TO: Rick Firmand
c/o AAMCO Transmission Center
8744 Watson Road
Crestwood, MO 63119

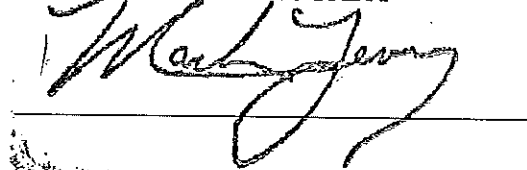
Scott Trent
c/o AAMCO Transmission Center
8744 Watson Road
Crestwood, MO 63119

You are hereby notified pursuant to Pa.R.Civ.P. Rule 236 that on _____, 2009 a judgment by confession for money damages was entered against you in the above captioned matter.

Attached hereto is a true and correct copy of all (record) documents filed in support of such judgment.

IF YOU HAVE ANY QUESTIONS CONCERNING THE ENTRY OF THIS JUDGMENT, YOU MAY CALL THE ATTORNEY FOR THE PLAINTIFF, ALAN L. POLINER, ESQUIRE, AT (215) 643-5885.

BY THE PROTHONOTARY



DEPUTY

Alan L. Poliner, Esquire
Attorney ID No. 82108
201 Gibraltar Road, Suite 150
Horsham, PA 19044
Telephone: (215) 643-5885

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

COTTMAN TRANSMISSION SYSTEMS, LLC :
Plaintiff, :

v. :

RICK FIRMAND :
8744 Watson Road :
Crestwood, MO 63119 :

and :

SCOTT TRENT :
8744 Watson Road :
Crestwood, MO 63119 :

Defendants. :

No. 09-36521

2009 NOV -5 PM 3:16
OFFICE OF THE
PROTHONOTARY
MONTGOMERY COUNTY, PA

COMPLAINT FOR CONFESSION OF JUDGMENT

Plaintiff files this Complaint pursuant to Pa.R.C.P. 2951(b) for judgment by confession and avers the following:

1. COTTMAN TRANSMISSION SYSTEMS, LLC ("CTS") is a Delaware limited liability company with a principal place of business at 201 Gibraltar Road, Suite 150, Horsham, PA 19044.
2. Defendant, Rick Firmand ("Firmand") is an adult individual with a business address at 8744 Watson Road, Crestwood, MO 63119.
3. Defendant, Scott Trent ("Trent") is an adult individual with a business address at 8744 Watson Road, Crestwood, MO 63119.
4. A true and correct copy of the Note dated January 7, 2009 under which plaintiff is confessing judgment is attached hereto and marked as Exhibit "A".

5. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

6. The Note establishes an indebtedness of \$42,300.00 by Defendants, of which \$38,775.00 remains due and owing, not including interest. Defendants have failed to make the required payment and the Note is in default.

7. Pursuant to the Note, payments were to commence on February 1, 2009 and continue on a monthly basis. Defendants made two late payments on April 23, 2009, and none since. The Note has been in default since at least April 23, 2009.

8. Despite demand for payment of the unpaid sums due and owing under the Note, Defendants have failed and refused to rectify the default.

9. Judgment has not been entered in any jurisdiction on the attached Note authorizing confession.

10. By reason of the foregoing, as of November 2, 2009, Defendants are liable to Plaintiff as follows:

Principal balance due	\$ 38,775.00
Interest (18% per note from 4/23/09)	3,614.04
Court costs	43.50
Reasonable Attorney's Fee per Note @15%	<u>\$6,364.88</u>
TOTAL DUE AND OWING	\$ 48,797.42

11. The attached Note authorizes the immediate entry of judgment against the named Defendants and judgment is demanded as authorized by the warrant of attorney.

12. The Note, by its terms, provides for jurisdiction in any court of record.

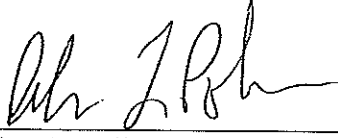
13. The Note, by its terms, provides for Plaintiff's costs of collection, including reasonable attorney's fees.

14. Judgment has not previously been entered on the Note in any jurisdiction.

15. Pursuant to the terms of the Note, and Defendants' default thereof, Plaintiff demands judgment in the amount of \$48,797.42.

WHEREFORE, Plaintiff CTS demands judgment in its favor and against Defendants, jointly and severally, in the amount of \$48,797.42.

Dated: 11/3/09

By: 

Alan L. Poliner, Esquire
201 Gibraltar Road, Suite 150
Horsham, PA 19044

Attorney for Plaintiff
Cottman Transmission Systems, LLC

EXHIBIT A

Jan 13 09 07:08p

Ramco

9688875

P. 4

PROMISSORY NOTE

\$42,300.00

January 7, 2009

FOR VALUE RECEIVED, the undersigned RICK FIRMAND and SCOTT TRENT (hereinafter collectively "Borrowers"), for good and valuable consideration, do hereby promise to pay to the order of COTTMAN TRANSMISSION SYSTEMS, LLC ("Holder"), the principal sum of Forty Two Thousand Three Hundred Dollars (\$42,300.00) bearing zero percent (0%) interest, which shall be payable over twenty four (24) months with monthly payments in the amount of One Thousand Seven Hundred Sixty Two Dollars and Fifty Cents (\$1,762.50) commencing on February 1, 2009, with each subsequent monthly payment thereafter due on the first day of each month. Notwithstanding the foregoing, if any franchise agreement between Holder or AAMCO Transmissions, Inc. and Borrowers is terminated, rescinded, assigned, or transferred in accordance with that respective Agreement, then the entire remaining unpaid balance on this Promissory Note may become immediately due and payable to Holder at that time, at Holder's sole discretion.

Payment of this Note shall be made in lawful money of the United States of America, as at the time of such payment is legal tender for payment of public and private debts; payment shall be made to the Holder at 201 Gibraltar Rd, Horsham, PA 19044 or such other place as the Holder may designate in writing. Borrowers shall have the right to prepay any and all amounts due hereunder without penalty.

If undersigned shall default in the payment of this Note for a period of more than ten (10) business days when due, then the Holder may declare this Note and all other agreements, including but not limited to the Agreement, in effect between Borrowers and Holder or any of its parents, subsidiaries and affiliates immediately in default.

If HOLDER believes in good faith that the prospect of payment is at any time substantially impaired, the Holder shall accelerate the date of this Note and demand immediate payment in full of the total sum of this Note.

Notwithstanding the foregoing interest rate, if Borrowers shall default in the payment of this Note, interest shall accrue at the lesser of Eighteen percent (18%) per year or the highest amount permissible by law.

None of the rights and remedies of Holder hereunder shall be waived, or affected, by failure to delay in exercising them. All remedies conferred on Holder, or any other instrument or agreement shall be cumulative and not exclusive.

If any action is commenced to enforce the collection of this Note, the undersigned agrees

Jan. 13 09 07:08p

Ramco

9688875

P. 5

to pay Holder's reasonable costs of collection, including reasonable attorney's fees in such action.

The undersigned and each endorser of this Note, hereby waive presentment, demand, notice, protest and all other demands and notices required or permitted hereunder and by law in connection with the delivery, acceptance, performance, default or endorsement of this Note, assents to any extension or postponement of the time of payment of any other indulgence, to any substitution, exchange or release of collateral and/or to the addition or release of any other party or person primarily or secondarily liable on this Note.

The undersigned hereby authorizes and empowers any attorney or attorneys or the prothonotary or clerk of the court of competent jurisdiction, upon the occurrence of any default hereunder, to therein confess or enter judgment against the undersigned in favor of Holder for all sums due or to become due from Borrowers to Holder hereunder, with costs of suit and release of errors, and reasonable attorney's fees. Reasonable attorney's fees shall be one thousand dollars (\$1,000.00) or 15%, whichever is greater. Such authority and power shall not be exhausted by an exercise thereof from time to time, as often as there is occasion therefor.

The undersigned also hereby declare that they are not in the military service of the United States or any State or Territory or United States ally, and that they have an income of more than ten thousand dollars (\$10,000.00) a year at the time of this signing, that this is a commercial transaction, and that they knowingly and intelligently waive any opportunity to have a hearing at which the burden of proving fault, execution of obligation, amount due, and other elements necessary to execution would be on the creditor.

The terms, conditions, rights and obligations set forth in this Note are in no way intended to be construed as an extinguishment or limitation of the terms, conditions, rights and obligations set forth in any previous documents between the parties hereto.

This Promissory Note has been entered into and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.



RICK FIRMAND

Witness



SCOTT TRENT

Witness

Alan L. Poliner, Esquire
Attorney ID No. 82108
201 Gibraltar Road, Suite 150
Horsham, PA 19044
Telephone: (215) 643-5885

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

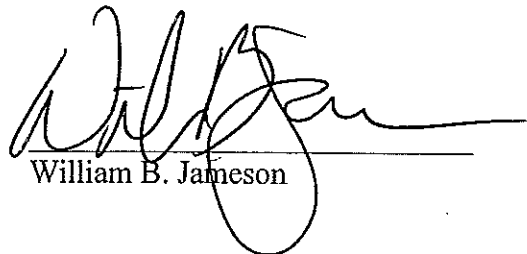
COTTMAN TRANSMISSION SYSTEMS, LLC :
Plaintiff, :
v. :
RICK FIRMAND :
and :
SCOTT TRENT :
Defendants. :

No. 09-36521

VERIFICATION

I, William B. Jameson, do hereby verify that I am the Vice President & General Counsel of COTTMAN TRANSMISSION SYSTEMS, LLC, and authorized to make this Verification on its behalf and that the statements made in this Complaint for Confession of Judgment are true and correct to the best of my knowledge, information and belief and that these statements are made subject to the penalties of 18 Pa. C.S.A. Section 4909 relating to unsworn falsification to authorities.

11-3-09
Date



William B. Jameson

Alan L. Poliner, Esquire
 Attorney ID No. 82108
 201 Gibraltar Road, Suite 150
 Horsham, PA 19044
 Telephone: (215) 643-5885

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
 CIVIL ACTION - LAW

COTTMAN TRANSMISSION SYSTEMS, LLC :
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 v. :
 RICK FIRMAND and SCOTT TRENT :
 Defendants. :

No. 09-36521

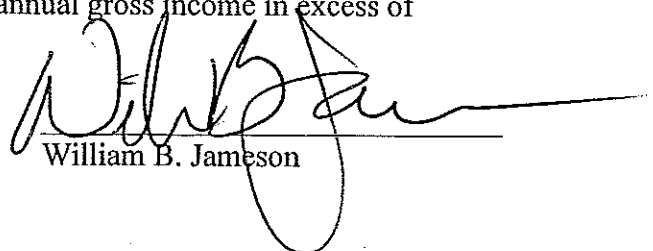
2009 NOV -5 PM 3:16
 OFFICE OF THE
 PROTHONOTARY
 MONTGOMERY COUNTY, PA

AFFIDAVIT OF INCOME IN EXCESS OF \$10,000/YEAR


COMMONWEALTH OF PENNSYLVANIA :
 : SS
 COUNTY OF MONTGOMERY :

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, personally appeared William B. Jameson, and who, after having been duly sworn according to law, deposes and says as follows:

1. I, William B. Jameson, am over eighteen (18) years of age. I am the Vice President & General Counsel of Cottman Transmission Systems, LLC, holder of the Note at issue.
2. Based upon my personal knowledge and information regarding the Note involved in this matter and its execution, I hereby aver that Rick Firmand, the individual Defendant in the above-captioned matter, at all times relevant hereto has had an annual gross income in excess of \$10,000/year.
3. Based upon my personal knowledge and information regarding the Note involved in this matter and its execution, I hereby aver that Scott Trent, the individual Defendant in the above-captioned matter, at all times relevant hereto has had an annual gross income in excess of \$10,000/year.


 William B. Jameson

SWORN TO and SUBSCRIBED
 before me, this 3rd day of
 November, 2009.


 Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
 Alicia O'Connell, Notary Public
 Horsham Twp., Montgomery County
 My Commission Expires Oct. 4, 2012
 Member, Pennsylvania Association of Notaries

Alan L. Poliner, Esquire
 Attorney ID No. 82108
 201 Gibraltar Road, Suite 150
 Horsham, PA 19044
 Telephone: (215) 643-5885

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
 CIVIL ACTION - LAW

COTTMAN TRANSMISSION SYSTEMS, LLC :
 Plaintiff, :
 v. :
 RICK FIRMAND :
 and :
 SCOTT TRENT :
 Defendants. :

No. 09-36521

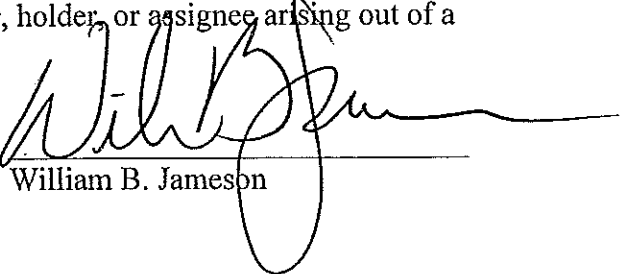
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 OFFICE OF THE
 PROTHONOTARY
 MONTGOMERY COUNTY, PA

**AFFIDAVIT THAT ACTION DOES NOT ARISE OUT OF
 RETAIL INSTALLMENT SALE AGREEMENT**

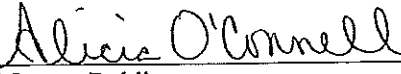
COMMONWEALTH OF PENNSYLVANIA :
 : SS
 COUNTY OF MONTGOMERY :

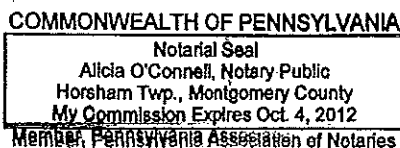
BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, personally appeared William B. Jameson, and who, after having been duly sworn according to law, deposes and says as follows:

1. I, William B. Jameson, am over eighteen (18) years of age. I am the Vice President & General Counsel of COTTMAN TRANSMISSION SYSTEMS, LLC, holder of the Note at issue.
2. Based upon my personal knowledge regarding the Note involved in this matter and its execution, I hereby aver that this is not an action by a seller, holder, or assignee arising out of a retail installment sale, contract, or account.


 William B. Jameson

SWORN TO and SUBSCRIBED
 before me, this 3rd day of
 November, 2009.


 Notary Public



Alan L. Poliner, Esquire
 Attorney ID No. 82108
 201 Gibraltar Road, Suite 150
 Horsham, PA 19044
 Telephone: (215) 643-5885

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
 CIVIL ACTION - LAW

COTTMAN TRANSMISSION SYSTEMS, LLC :
 Plaintiff, :
 v. :
 RICK FIRMAND and SCOTT TRENT :
 Defendants. :

No. 09-36521

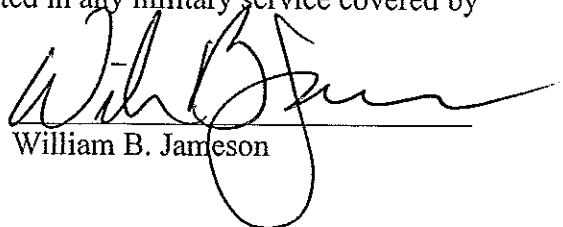
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 OFFICE OF THE
 PROTHONOTARY
 MONTGOMERY COUNTY, PA

AFFIDAVIT OF NON MILITARY SERVICE

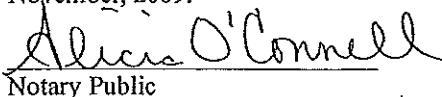
COMMONWEALTH OF PENNSYLVANIA :
 : SS
 COUNTY OF MONTGOMERY :

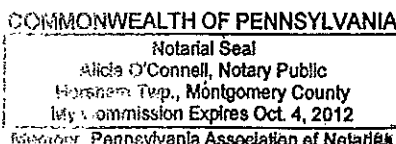
BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, personally appeared William B. Jameson, and who, after having been duly sworn according to law, deposes and says as follows:

1. I, William B. Jameson, am over eighteen (18) years of age. I am the Vice President & General Counsel of COTTMAN TRANSMISSION SYSTEMS, LLC, holder of the Note at issue.
2. The individual Defendant, Rick Firmand, is not presently in active duty in the military or naval service of the United States of America, nor is he an active member of the Army of the United States, the Marine Corps. or the Coast Guard, nor is he an officer of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor has he engaged in any active military service or active military duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 (the "Act") and designated therein as military service; nor has he, to the best of affiant's knowledge, enlisted in any military service covered by this Act.


 William B. Jameson

SWORN TO and SUBSCRIBED
 before me, this 3rd day of
 November, 2009.


 Notary Public



Alan L. Poliner, Esquire
Attorney ID No. 82108
201 Gibraltar Road, Suite 150
Horsham, PA 19044
Telephone: (215) 643-5885

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

COTTMAN TRANSMISSION SYSTEMS, LLC :
Plaintiff, :
v. :
RICK FIRMAND and SCOTT TRENT :
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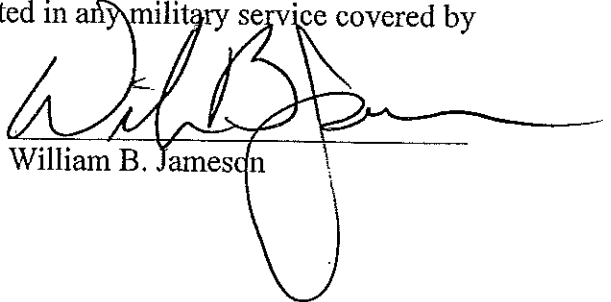
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OFFICE OF THE
PROthonotary
MONTGOMERY COUNTY, PA

AFFIDAVIT OF NON MILITARY SERVICE

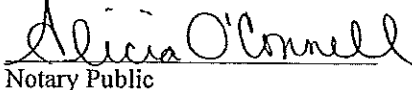
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

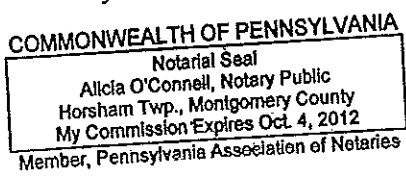
BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, personally appeared William B. Jameson, and who, after having been duly sworn according to law, deposes and says as follows:

1. I, William B. Jameson, am over eighteen (18) years of age. I am the Vice President & General Counsel of COTTMAN TRANSMISSION SYSTEMS, LLC, holder of the Note at issue.
2. The individual Defendant, Scott Trent, is not presently in active duty in the military or naval service of the United States of America, nor is he an active member of the Army of the United States, the Marine Corps. or the Coast Guard, nor is he an officer of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor has he engaged in any active military service or active military duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 (the "Act") and designated therein as military service; nor has he, to the best of affiant's knowledge, enlisted in any military service covered by this Act.


William B. Jameson

SWORN TO and SUBSCRIBED
before me, this 3rd day of
November, 2009.


Notary Public



Alan L. Poliner, Esquire
Attorney ID No. 82108
201 Gibraltar Road, Suite 150
Horsham, PA 19044
Telephone: (215) 643-5885

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

COTTMAN TRANSMISSION SYSTEMS, LLC :
Plaintiff, :
v. :
RICK FIRMAND :
and :
SCOTT TRENT :
Defendants. :

No. 09-36521

2009 NOV -5 PM 3:16
OFFICE OF THE
PROTHONOTARY
MONTGOMERY COUNTY, PA

CERTIFICATION OF ADDRESSES

1. I, Laura Long, am over eighteen (18) years of age and have personal knowledge of the addresses of the parties.

2. I certify that the addresses of the parties to this action are as follows:

Plaintiff

Cottman Transmission Systems, LLC
201 Gibraltar Road
Suite 150
Horsham, PA 19044

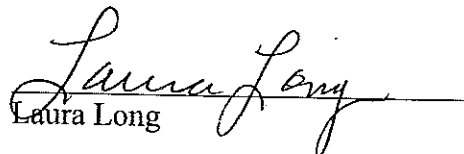
Defendants

Rick Firmand
c/o AAMCO Transmissions Center
8744 Watson Road
Crestwood, MO 63119

Scott Trent
c/o AAMCO Transmissions Center
8744 Watson Road
Crestwood, MO 63119

3. As Paralegal/Compliance Coordinator of Cottman Transmission Systems, LLC and as authorized by it, I make this Certification on behalf of Cottman Transmission Systems, LLC the basis of my knowledge, information and belief and subject to the penalties for perjury pursuant to 18 Pa.C.S.A. Section 4901 et seq., and false swearing before notaries public pursuant to 18 Pa.C.S.A. Section 4903, and/or unsworn verification to authorities pursuant to 18 Pa.C.S.A. Section 4904, as applicable.

Dated: 11/3/09


Laura Long

Alan L. Poliner, Esquire
 Attorney ID No. 82108
 201 Gibraltar Road, Suite 150
 Horsham, PA 19044
 Telephone: (215) 643-5885

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
 CIVIL ACTION - LAW

COTTMAN TRANSMISSION SYSTEMS, LLC :
 Plaintiff, :
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 RICK FIRMAND :
 and :
 SCOTT TRENT :
 Defendants. :

No. 09-36521

2009 NOV -5 PM 3:11
 OFFICE OF THE
 PROTHONOTARY
 MONTGOMERY COUNTY, PA

ENTRY OF APPEARANCE ON BEHALF OF DEFENDANT AND
PRAECIPE FOR ASSESSMENT OF DAMAGES AND CONFESSION OF JUDGMENT

Pursuant to Pa.R.C.P. 2951(b) and under the Warrant of Attorney contained in the Note, a copy of which is attached to the Complaint filed in this action, I appear for the Defendants Rick Firmand and Scott Trent and confess judgment in favor of Plaintiff and against Defendants as follows:

Principal balance due	\$ 38,775.00
Interest (18% per note from 4/23/09)	3,614.04
Court costs	43.50
Reasonable Attorney's Fee per Note @15%	<u>\$6,364.88</u>
TOTAL DUE AND OWING	\$ 48,797.42

Dated: 11/3/09

By: 

Alan L. Poliner, Esquire
 201 Gibraltar Road, Suite 150
 Horsham, PA 19044

Attorney for Plaintiff
 Cottman Transmission Systems, LLC

Alan L. Poliner, Esquire
Attorney ID No. 82108
201 Gibraltar Road, Suite 150
Horsham, PA 19044
Telephone: (215) 643-5885

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
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RICK FIRMAND :

and :

SCOTT TRENT :

Defendants. :

No. 09-36521

2009 NOV -5 PM 3:16
OFFICE OF THE
PROTHONOTARY
MONTGOMERY COUNTY, PA

NOTICE PURSUANT TO 42 Pa. C.S.A. Section 2737.1

TO: Rick Firmand
c/o AAMCO Transmission Center
8744 Watson Road
Crestwood, MO 63119

Scott Trent
c/o AAMCO Transmission Center
8744 Watson Road
Crestwood, MO 63119

NOTICE IS HEREBY GIVEN THAT JUDGMENT IN THE ABOVE – CAPTIONED MATTER HAS BEEN ENTERED AGAINST YOU. THE FOLLOWING IS THE PROCEDURE YOU MUST FOLLOW IN ORDER TO STRIKE THE JUDGMENT AND/OR SEEK TO HAVE THE JUDGMENT OPENED. PLEASE BE FURTHER ADVISED THAT YOU ARE ENTITLED TO COSTS AND REASONABLE ATTORNEY’S FEES AS DETERMINED BY THE COURT IF YOU HAVE BEEN INCORRECTLY IDENTIFIED.

Rule 2959. Striking Off or Opening Judgment; Pleadings; Procedure

(a) (1) Relief from a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.

(2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only

(i) in support of a further request for a stay of execution where the court has not stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and

(ii) as provided by Rule 2958.3 or Rule 2973.3.

(3) If written notice is served upon the petitioner pursuant to Rule 2956.1(c)(2) or Rule 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.

(b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

(c) A party waives all defenses and objections which are not included in the petition or answer.

(d) The petition and the rule to show cause and the answer shall be served as provided in Rule 440.

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which in a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

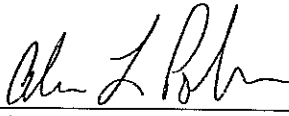
(f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment are pending.

(g) (1) A judgment shall not be stricken or opened because of a creditor's failure to provide a debtor with instructions imposed by an existing statute, if any, regarding procedures to follow to strike a judgment or regarding any rights available to an incorrectly identified debtor.

(2) Subdivision (g)(1) shall apply to (1) judgments entered prior to the effective date of subdivision (g) which have not been stricken or opened as of the effective date and (2) judgments entered on or after the effective date.

If you have any questions concerning the above, please contact:

Dated: 11/3/09

By: 
Alan L. Poliner, Esquire
201 Gibraltar Road, Suite 150
Horsham, PA 19044

Attorney for Plaintiff
Cottman Transmission Systems, LLC

Alan L. Poliner, Esquire
Attorney ID No. 82108
201 Gibraltar Road, Suite 150
Horsham, PA 19044
Telephone: (215) 643-5885

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
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PROTHONOTARY
MONTGOMERY COUNTY, PA

NOTICE UNDER RULE 2958.1 OF JUDGMENT AND EXECUTION THEREON

Notice of Defendant's Rights

TO: Rick Firmand
c/o AAMCO Transmission Center
8744 Watson Road
Crestwood, MO 63119

Scott Trent
c/o AAMCO Transmission Center
8744 Watson Road
Crestwood, MO 63119

A judgment in the amount of \$ 48,797.42 has been entered against you and in favor of Plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The Sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

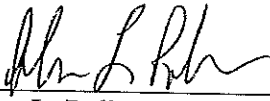
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

LAWYER REFERRAL SERVICE
MONTGOMERY COUNTY BAR ASSOCIATION
100 WEST AIRY STREET, P.O. BOX 268
NORRISTOWN, PA 19404
TELEPHONE: (610) 279-9660

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Dated: 11/3/09

By: 
Alan L. Poliner, Esquire
201 Gibraltar Road, Suite 150
Horsham, PA 19044

Attorney for Plaintiff
Cottman Transmission Systems, LLC